



"Enriching Lives"

COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



Anthony T. Hernandez
Director

Lakshmanan Sathyavagiswaran, MD
Chief Medical Examiner-Coroner

May 10, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

65 May 10, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AFFILIATION AGREEMENT WITH ROSALIND FRANKLIN UNIVERSITY
FOR EDUCATION AND TRAINING OF PATHOLOGISTS' ASSISTANT TRAINEES
IN THE DEPARTMENT OF CORONER UNDER SUPERVISION OF
THE CHIEF MEDICAL EXAMINER-CORONER OR STAFF
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval for the Los Angeles County Department of Coroner (Department) to enter into Agreement with Rosalind Franklin University for education and training of pathologists' assistant trainees to perform autopsies.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director, Department of Coroner and Chief Medical Examiner-Coroner to sign and execute the attached Agreement, substantially similar to Exhibit I, with Rosalind Franklin University for pathologists' assistant trainees to perform autopsies under the supervision of the Chief Medical Examiner-Coroner or his designee, and delegate authority to enter into substantially similar agreements with other educational institutions, effective upon execution for five (5) one-year periods, and execute applicable amendments.

Accreditations:

*National Association of Medical Examiners
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors/LAB
Peace Officer Standards and Training Certified*

CONTRACTING PROCESS

Not Applicable

IMPACT ON CURRENT SERVICES

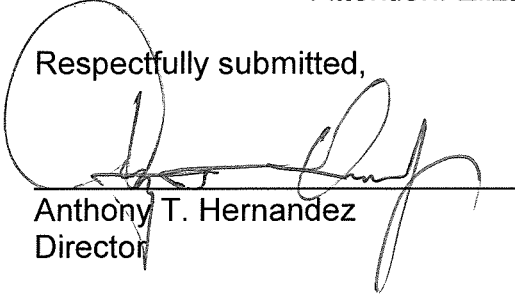
Approval of this proposed Board action will allow pathologists' assistant trainees to work under the supervision and control of forensic pathologists at Los Angeles County Department of Coroner.

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and the approved Agreement to:

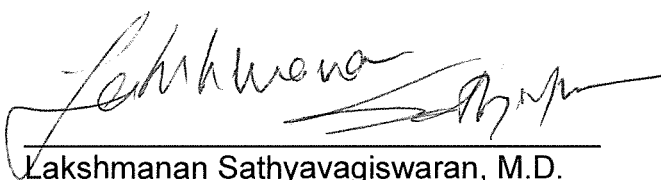
Department of Coroner

Attention: Elizabeth Seung, Contracts Manager

Respectfully submitted,



Anthony T. Hernandez
Director



Lakshmanan Sathyavagiswaran, M.D.
Chief Medical Examiner Coroner

Attachment

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Agreement

No. _____

**AFFILIATION AGREEMENT
FOR PATHOLOGY ASSISTANT STUDENTS/TRAINEES**

THIS AGREEMENT is made and entered into this _____ day
of _____, 20____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ROSALIND FRANKLIN UNIVERSITY
OF MEDICINE AND SCIENCE, an
Illinois corporation
(hereafter "Contractor").

WHEREAS, pursuant to California Government Code Section
27491, County has established and operates a forensic pathology
training program through its Department of Coroner; and

WHEREAS, Contractor owns and operates the graduate school
health sciences university known as Rosalind Franklin University
of Medicine and Science located at 3333 Green Bay Road, North
Chicago IL 60064; and

WHEREAS, Contractor operates a pathology assistant
training program and is in need of a program and facility for
pathology assistant training in forensic pathology; and

WHEREAS, Contractor and County have found it to be in the
public and their mutual interest to, from time to time, provide

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, either party may also suspend the performance of training provided hereunder, in whole or in part, upon the giving of at least thirty (30) calendar days advance written notice to the other party. The notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of either party or its officers, employees, or agents, to comply with any of the terms of this Agreement or any written directions by or on behalf of the other party issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by the non-breaching party immediately. Either party's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. ADMINISTRATION: The Chief Medical Examiner-Coroner or his authorized designee (hereafter collectively "Coroner") shall have the authority to administer and monitor this Agreement on behalf of County. Contractor shall designate to Coroner in writing a person who shall have the authority to administer this

3. **NOTIFICATION OF TRAINING PROGRAMS:** Coroner shall periodically notify the Contractor of its available training positions and any prerequisites applicable to Students/Trainees who may be sent for training thereunder.

4. **SELECTION OF STUDENTS/TRAINEES:** Contractor shall select each participating Student/Trainee who shall meet all criteria established by Coroner. Contractor's records regarding the education, training, and licensing of any participating Student/Trainee shall be furnished to Coroner upon request, provided that such Student/Trainee authorizes, in writing, such a release of records.

5. **STUDENT/TRAINEE HEALTH EXAMINATIONS:** Contractor shall certify in writing that each Student/Trainee selected for participation is in good health, including, but not limited to, immunization against communicable diseases.

Contractor shall certify in the same manner the satisfactory health status of any Student/Trainee after any absence of such Student/Trainee from participation in the training program at County's Department of Coroner facility caused by injury or illness before such Student/Trainee recommences participation in such training program.

A. Responsibility of the County: The County will provide a work environment conducive to the educational goals and meeting the Contractor work environment requirements as

Students/Trainees should Student/Trainee require emergency care in the event of an accident or sudden illness during the course of the clinical experience .

6. TRAINING AND SUPERVISION: Coroner shall provide training and supervision of Contractor's Students/Trainees at the County's Department of Coroner facility. Such Students/Trainees shall perform Forensic Pathology autopsy services incident thereto for the benefit of Coroner. Services shall be provided under the supervision and control of a pathologist. Contractor and County shall affiliate in the manner described in Exhibit B (Memorandum of Understanding), attached hereto and incorporated herein by reference.

7. RESTRICTION, TERMINATION, AND CERTIFICATION OF TRAINING

A. Restriction: Coroner may impose restrictions (e.g., suspension from training rotation, requirement of supervision, limitation of clinical activities, etc.) on the training of any of Contractor's Students/Trainees by giving written notice of the nature and duration of such restriction to Contractor. Coroner shall send written reasons for such training restriction to Contractor within ten (10) days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subparagraph A shall not limit the right of Coroner to impose immediate restrictions upon the

8. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Prior to sending any Student/Trainee to Department of Coroner, Contractor shall determine that such Student/Trainee has obtained all appropriate and necessary licenses, permits, registrations, and certificates provided for under Federal, State, and local law. Contractor shall also ensure that each such Student/Trainee maintains all such licenses, permits, registrations, and certificates in effect during such Student/Trainee's affiliation with the County at the County's Department of Coroner facility.

9. NONDISCRIMINATION IN SERVICES:

The Contractor agrees that all Student/Trainee's and all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, ancestry, sex, age, or physical or mental handicap, marital status or political affiliation, in accordance with all applicable Federal and State anti discrimination laws and regulations. Contractor's employment practices and policies shall also meet all applicable Federal and State nondiscrimination requirements. This Agreement is exempt from the provisions of Chapter 4.32 of the Los Angeles County Code, pursuant to Section 4.32.040(D) thereof.

sustains any injuries arising from or connected with any work performed by or on behalf of the Contractor or its Students/Trainees pursuant to this Agreement.

12. GENERAL INSURANCE REQUIREMENTS:

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement.

Contractor will provide notice at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor from liabilities which may arise from or relate to this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Sarah Ahonima, 1104 N. Mission Rd., Los Angeles CA 90033 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

County "Non-Employee Injury Report" to the County contract manager.

- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (Intentionally Omitted)

C. Workers' Compensation and Employees' Liability insurance (Intentionally Omitted)

15. EMPLOYER OBLIGATIONS: County and Coroner shall not be, or be construed to be, the employer of Contractor's Students/Trainees for any purpose whatsoever. Contractor shall be solely liable and responsible for all employer obligations, if any, with respect to such Students/Trainees. Such obligations shall include, but are not limited to: payment of salary and all other compensation and fringe benefits; responsibility for Federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable Federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that County is for any reason required to pay any such obligations, Contractor shall reimburse County for any and all amounts paid by County to meet such obligations.

16. STATUS OF STUDENTS/TRAINEES: Notwithstanding any other provision of this Agreement, the parties agree that each Student/Trainee shall at all times remain the Student/Trainee of Contractor. In this connection, and except as otherwise provided in Paragraph 7 (Restriction, Termination, and Certification of Training), Subparagraph D (Procedures for Student/Trainee Disputes), Contractor's Students/Trainees shall at all times be subject to Contractor's administrative rules,

breach of this Agreement upon which County may terminate or suspend this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall inform all of its Students/Trainees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its Students/Trainees. Contractor agrees to utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

20. CONFIDENTIALITY: Each party shall maintain the confidentiality of all records, including, but not limited to, patient/decedent records, in accordance with all applicable Federal, State and local laws, ordinances, regulations, rules, and directives, relating to confidentiality. Contractor shall inform all of its Students/Trainees who may participate in any exchange hereunder of the confidentiality provisions of this Agreement.

21. STUDENT/TRAINEE AGREEMENTS: Contractor shall require its

25. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

26. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

27. DELEGATION AND ASSIGNMENT: Neither party shall delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the other party, and any prohibited delegation or assignment shall be null and void.

28. ALTERATION OF TERMS: The body of this Agreement and Exhibits A and B, attached hereto and incorporated herein by reference, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this

(10) days after the notice is sent.

31. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between County and Contractor. This Agreement shall not preclude the County and its Department of Coroner from affiliating with other entities.

32. SUBCONTRACTING

The requirements of this Agreement may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract this Agreement may be deemed a material breach of this Agreement by County.

33. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Coroner shall have the authority to issue all notices that are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: Rosalind Franklin University of
Medicine and Science
3333 Green Bay Road
North Chicago, IL 60064

Attention: (1) Pathologists' Assistant program

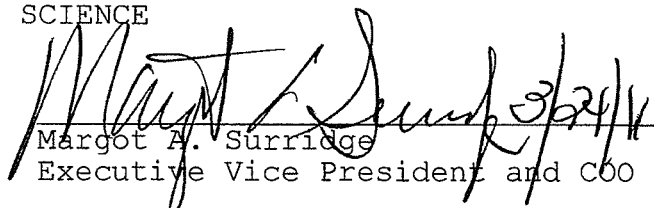
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chief Medical Examiner-Coroner, and Director, Department of Coroner, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

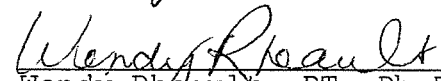
COUNTY OF LOS ANGELES

By _____
Lakshmanan Sathyavagiswaran, M.D.
Chief Medical Examiner-Coroner

By _____
Anthony T. Hernandez
Director, Department of Coroner


ROSALIND FRANKLIN UNIVERSITY OF MEDICINE
AND SCIENCE

By  _____
Margot A. Surridge
Executive Vice President and COO

By  _____
Wendy Rheault, PT, Ph.D
Dean, College of Health Professions

APPROVED AS TO FORM
Andrea Sheridan Ordin

By _____
Senior Deputy County Counsel

By  _____
John Vitale, MHS, PA(ASCP)^{cm}
Acting Chair, Pathologists' Assistant Program

**EXHIBIT A. AGREEMENT REGARDING PARTICIPATION IN AFFILIATED
TRAINING PROGRAM**

In consideration of my eligibility to participate in
affiliated training programs established by

_____, Rosalind
Franklin University of Medicine and Science, I,

_____, hereby agree
and consent to the following:

I acknowledge and agree that I will adhere to all policies,
procedures, rules and regulations of any Department of Coroner
facility in which I may receive training during my participation in
such a training program. I agree to be bound by the procedures, if
any, established by the Department of Coroner or Rosalind Franklin
University of Medicine and Science to resolve any disputes,
including disciplinary actions, between myself and Rosalind
Franklin University of Medicine and Science or any Department of
Coroner facility in which I may receive training pursuant to such a
training program.

I acknowledge and agree that the Department of Coroner shall
have the right to restrict or terminate my participation in such
training program and/or to refuse to certify that I have
successfully completed such training program. I understand that
any such restriction, termination or refusal to certify shall be
based upon my actions and performance during such a training

communication, report, recommendation, or disclosure; and with respect to the named parties in whose favor such releases are given, are intended to and shall include all their officer, employees, and agents; and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure. In furtherance of the foregoing, I agree that, upon request of Rosalind Franklin University of Medicine and Science or Los Angeles County Coroner, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified herein.

I UNDERSTAND THAT MY EXECUTION OF THIS AGREEMENT INDICATES THAT I HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE FOREGOING AND BY ANY AND ALL PROVISIONS OF CALIFORNIA LAW APPLICABLE TO THE SUBJECT MATTER ADDRESSED HEREIN.

DATE: _____ NAME: _____